

## TERMS AND CONDITIONS FOR THE USE OF PREMISES

Between

**Mannofield Church of Scotland, Scottish Charity No. SC001680  
(the “Congregation”)**

**and the User**

### Introduction

The Congregation welcome all parties who use our premises. However, please remember that this is a Church building and treat it with respect. Our aim is to provide a good environment where a variety of activities can take place. Accordingly, the following conditions must be adhered to. Breach of these conditions could lead to immediate termination of the let.

1. This contract for use of our premises is a personal agreement between the Trustees of Mannofield Church of Scotland, Aberdeen (the Trustees) on behalf of the Congregation and the User and cannot be assigned in whole or in part to another party.
2. All halls and rooms provided for use (including the Sanctuary) are clean and heated when required.
3. Every User must have a nominated Leader (the Leader) who must view the premises before commencing the let to ensure the appropriate part of the premises is suitable for its intended purpose. In addition, the Leader must familiarise him/herself with all emergency procedures and undertake to implement them in the event of an emergency. The Church Administrator must be informed of any equipment and additional items required.
4. Every Leader will be shown the location of the First Aid kit, accident book and emergency exit doors. The Leader must make the User's members aware of the location of the First Aid Box, fire blanket and emergency exit doors which must be kept clear at all times.
5. Arrangements for access must be strictly adhered to. The User **must** comply with agreed time parameters of booking and not over-run. Failure to do so could cause difficulties for other users and might put in jeopardy the continuation of the let. Each Leader is responsible for all members of the User while they are on the premises and during the let shall remain onsite to supervise said members and to ensure that all timings are adhered to.
6. In accordance with the Protection of Vulnerable Groups (Scotland) Act 2007, the User is responsible for the safety of young persons and protected adults in its care. The User must be registered with a body pertaining to this and if requested by the Trustees be able to produce an appropriate certificate to the Administrator. The User further confirms that it has adopted a recruitment procedure for working with children, young people and protected adults which, where appropriate, includes requiring staff to be members of the Protection of Vulnerable Groups Scheme. If the User is found to be in breach of these undertakings, the Trustees, represented by the Administrator, shall have the right to terminate this agreement with immediate effect.
7. The Trustees shall not be responsible for any loss, damage, injury, or claim by any party of any kind whatsoever, including but not limited to claims in respect to any deficiency in respect of the premises themselves arising out of this let and all forms of consequential, direct and indirect losses; and the User shall unconditionally and irrevocably indemnify the Trustees against all such loss, damage or claims. Any damage must be immediately reported to the Administrator.

8. The User shall be responsible for providing its own adequate public liability insurance for itself, those associated with it, its equipment and any other property it brings into the premises in connection with its use of them and, if required, shall exhibit the relevant policies and premium receipts to the Administrator. All electrical equipment brought in for use **must** be PAT tested.
9. During the course of a let, all members of a User must wear soft/appropriate shoes which will not mark or damage any of the floors. Noise should be kept to a level which will not unduly disturb other users.
10. No dog will be allowed in any area of the premises unless it is a Guide Dog/Assistance Dog.
11. The User must take reasonable precautions regarding prevention of fire and ensuring the security of the building. Doors and windows must not be left open nor unattended.
12. Halls must be left in the same condition in which they were found. This may require sweeping floors and wiping tables. The toilets must also be left clean.
13. All rubbish must be sorted into recycling and non-recycling and placed in the appropriate bins provided outside the Church building or taken away.
14. All reasonable endeavours will be taken by the Trustees to ensure the availability of the preferred room/hall within the premises, but the Administrator reserves the right to give notice in writing in advance of cancellation of the preferred room/hall for a particular week or otherwise issue a request to make use of an alternative room/hall within the premises that is available.
15. Notices may only be put up on boards in the corridors and vestibule with prior permission of the Administrator. The use of pins, tacks, staples or adhesive tape is **not allowed** on any of the walls.
16. If a User is not going to use the premises on the agreed date(s) the Administrator must be given as much notice as possible. If less than 48 hours is given, a partial or full fee may still be payable at the discretion of the Administrator. Termination of regular lets requires one month's written notice to the Administrator.
17. If the let includes a social element that involves the serving of food and alcoholic drinks, please inform us of what is planned in order that we can ensure it complies with our policy.

**Regular Lets are for a maximum of 12 months and are reviewed annually.**

Please acknowledge receipt of these Terms and Conditions.

In case of any enquiry or complaint, please contact the Administrator at: [office@mannofieldchurch.org.uk](mailto:office@mannofieldchurch.org.uk)

Received by User.....

Signature.....

Date.....